great majority of cases this possession is characterized as "constructive possession". *Bellfountaine Imp. Co. v. Niedringhaus,* 181 Ill., 426; *Goodwin v. McCabe,* 75 Cal., 584; *Porter v. Miller,* 84 Tex., 204. Where the true owner of a tract of land is in actual possession of a portion thereof, a person who enters into the actual possession of another portion will be deemed to be in possession only to the extent of his occupation. *Hunnicutt v. Peyton,* 102 U. S., 333; *Bellis v. Bellis,* 122 Mass., 414. When neither claimant has a true title, the prior constructive possession must yield to the actual possession of the subsequent claimant. *N. Y. Cent. R. R. Co. v. Brennen,* 136 N. Y., 584; *Santee River Cypress Co. v. Jones,* 50 Fed., 360.

ADVERSE POSSESSION—COLOR OF TITLE—VOID TAX DEED.—HAMNER ET AL. V. YAZOO DELTA LUMBER CO., 56 So., 466 (MISS.).—*Held,* a tax deed, though void on its face, is good color of title on which to found a claim of title by adverse possession.

The authorities agree that a tax deed, regular on its face, is sufficient to support an adverse possession under color of title. *Pillow v. Roberts,* 54 U. S., 472; *Lewis v. Barnhart,* 43 Fed., 854; *Lennig v. White,* 20 S. E., 831; *Webber v. Clark,* 74 Cal., 11; *Phillip v. People,* 11 Ill. App., 340; *Taylor v. Hamilton,* 173 Ill., 392; *Morrison v. Norman,* 47 Ill., 477; *Wilson v. Taylor,* 119 Mo., 626. When the tax deed is void on its face there is a conflict of opinion as to whether or not it gives good color of title. The weight of authority holds with the principal case—that a tax deed, though void on its face, is still good color of title, and possession under it is adverse. *Edgerton v. Bird,* 6 Wis., 527; *Lindsay v. Fay,* 25 Wis., 640; *Wilson v. Atkinson,* 77 Cal., 485; *Stovall v. Fowler,* 72 Ala., 77; *Washburn v. Cutter,* 17 Minn., 361; *English v. Powell,* 119 Ind., 93; *Reusons v. Lawson,* 91 Va., 226. There is, however, a distinct line of decisions which hold that a tax deed, void on its face, is inadmissible as color of title in support of a claim of adverse possession. *Moore v. Brown,* 52 U. S., 472; *Redfield v. Parks,* 132 U. S., 239; *Keefe v. Bramhall,* 3 Mackey, 551; *Webber v. Clark,* 74 Cal., 11; *Scott v. Delaney,* 87 Ill., 146; *Hoffman v. Harrington,* 28 Mich., 90; *Elliot v. Pierce,* 20 Ark., 508; *Shoat v. Walker,* 6 Kan., 65.

BANKS AND BANKING—CHECKS—CREDIT—LIABILITY.—J. M. ROBINSON & CO. V. BANK OF PIKEVILLE, 142 S. W., 1065 (KY.).—*Held,* that where a bank receives, not for collection, but as so much money, a check, and places the amount to the credit of a customer, it assumes liability for such amount to all persons to whom the customer may give checks.

The relationship between a bank and a general depositor is that of debtor and creditor. *Foley v. Hill,* 2 H. L. Cas., 27; *Marine Bank v. Chandler,* 27 Ill., 525; *Chapman v. White,* 6 N. Y., 412. When this relation is formed by a depositor placing money in the bank, the law implies a promise on the part of the bank to repay all moneys so deposited. *Wetherell v. O'Brien,* 140 Ill., 263; *Carr v. Nat'l Security Bank,* 107 Mass.,

45; *State v. Bartlett,* 39 Neb., 353. A bank must honor a depositor's check within a reasonable time after receiving it. *Kilsby v. Williams,* 5 B. & Ald., 815; *Northumberland Nat'l Bank v. McMichael,* 106 Pa. St., 460. However a bank has no right to allow its depositors to overdraw. *Culver v. Marks,* 122 Ind., 554; *Lancaster Bank v. Woodward,* 18 Pa. St., 357. And if the bank pays a check to a holder where there has been no sufficient funds to meet it, the bank can hold only the drawer liable. *Denver Nat'l Bank v. Devenish,* 15 Colo., 229; *Manufacturers' Nat'l Bank v. Swift,* 70 Md., 515. But if there are sufficient funds and the bank refuses or neglects to pay on the order of the depositor, the latter may maintain an action against the bank to recover his deposits together with substantial damages. *Atlanta Nat'l Bank v. Davis,* 96 Ga., 334; *Schaffner v. Ehrman,* 139 Ill., 109; *Svendsen v. Duluth State Bank,* 64 Minn., 40; *Davis v. Standard Nat'l Bank,* 50 N. Y. App. Div., 210; *Patterson v. Marine Nat'l Bank,,* 130 Pa. St., 419. But in most jurisdictions the holder of the check has no right of action against the bank for refusing to pay such check. *Farmers' Bank v. Planters' Bank,* 10 Gill & J. (Md.), 422; *Watson v. Phoenix Bank,* 8 Metc. (Mass.), 217. In those states only where a check is regarded as an assignment *pro tanto* of the deposit is the holder of the check deemed to have a right of action against the bank. *DuQuoin Nat'l Bank v. Keith,* 183 Ill., 475; *Weinstock v. Bellwood,* 12 Bush (Ky.), 139; *Fonner v. Smith,* 31 Neb., 107.

BANKS AND BANKING—DEPOSITS—DEPOSIT OF CHECK FOR COLLECTION. —DOWNEY V. NATIONAL EXCHANGE BANK, 96 N. E. (IND.), 403.—*Held,* that where it can be shown that a check was deposited merely for collection, the check will remain the property of the depositor, and the bank will take it merely as his agent.

Plaintiff bank cannot recover upon a note assigned to it for collection only. *First National Bank v. Payne,* 425 S. W. (Ky.), 736. Title does not vest in a bank correspondent receiving a check for collection in the usual course of business. *Oppenheim v. West Side Bank,* 50 N. Y. S., 148. (But in England possession and title go together. *Collins v. Martin,* 1 Bos. & Pul. R., 648.) The check remains the property of the depositor until collection. *Balbach v. Frelinghuysen,* 15 Fed., 675. A bank receiving a note of collection has no implied authority to sell it. *Fuller v. Bennett,* 55 Mich., 357. But if the bank assumes property in the note, it is liable to the holder for the full amount of it. *Wetherill v. Bank of Pennsylvania,* 1 Miles, 399. In taking a check for collection the bank is simply the agent of the owner. *Prescott v. Leonard,* 32 Kan., 142. But the bank takes such ownership thereof that it can sue the maker thereon. *First National Bank v. Hughes,* 46 P. (Cal.), 272. Checks delivered to a bank for collection while bank is insolvent remain the property of the depositor and may be recovered from the receiver. *Richardson v. Denegré,* 93 Fed., 572. A bank has a lien on a note deposited for collection by a debtor. *Gibbons v. Hecox,* 105 Mich., 509, *contra; Amelungs v. United States Bank,* 1 Mart. (O. S.), 322.